

EXHIBIT 1

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

YANIESHA HENDKING,)	Case No. 1:22-cv-01777-JPC
)	
Plaintiff,)	Judge J. Philip Calabrese
)	
v.)	Magistrate Judge Jonathan D. Greenberg
)	
CARVANA, LLC, <i>et al.</i> ,)	
)	
Defendants.)	

**DECLARATION OF JORDAN FIRMAN IN SUPPORT OF DEFENDANTS' MOTION
TO COMPEL ARBITRATION**

I, Jordan Firman, declare:

1. I am a Senior Manager of Customer Experience at Carvana, LLC ("Carvana"). I have been employed by Carvana since October 2018. In this capacity, I have gained personal knowledge of Carvana's business operations and procedures, including those described herein. If called upon to testify, I could and would testify to the matters set forth below.

2. Carvana is a used car retailer that sells vehicles throughout the United States.

3. On June 15, 2021, Yaniesha Hendking ("Plaintiff") purchased a 2018 Mercedes Benz GLC (the "Vehicle") from Carvana. Attached hereto as Exhibit A is a true and correct copy of the fully executed Retail Purchase Agreement (the "RPA") regarding Plaintiff's purchase of the Vehicle. Attached hereto as Exhibit B is a true and correct copy of the fully executed Contract for Sale and Security Agreement (the "Security Agreement") regarding Plaintiff's purchase of the Vehicle. Attached hereto as Exhibit C is a true and correct copy of the arbitration agreement (the "Arbitration Agreement") regarding Plaintiff's purchase of the Vehicle.

4. Carvana transmits pertinent transaction documents, including contract documents and arbitration agreements, to customers for review and signature through DocuSign. Once signed by the customer, DocuSign provides the documents to Carvana, and Carvana stores the documents in a secure database as part of its ordinary course of business.

5. Plaintiff signed the Arbitration Agreement, as well as the other transaction documents, using DocuSign. The DocuSign process requires a person to review and sign an arbitration agreement or other transaction document from his or her own unique email address. Only a person with access to the person's email address and password can thus review and sign an arbitration agreement or other transaction document through DocuSign.

6. The Arbitration Agreement provided Plaintiff the right to reject the Arbitration Agreement for thirty (30) days by emailing or mailing a rejection notice to Carvana. Carvana has no record of receiving a rejection notice regarding the Arbitration Agreement from the Plaintiff within 30 days after the RPA and Security Agreement were signed.

7. Defendant Bridgecrest Credit Company, LLC is Carvana's servicer for the Security Agreement.

8. Defendant Kaylie Martinez is an employee of Carvana.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 6 day of October, at Atlanta, Georgia.



Jordan Firman